

REMARKS

Applicant thanks the Examiner for the courtesy extended to the Applicant's representative during the in-person interview on February 4, 2009 in a follow-up telephone conversations on February 12, 2009 and February 17, 2009. In the Office Action, the Examiner objected to claim 19; rejected claims 20, 25, 31, and 41 under 35 U.S.C. 112, 2nd paragraph; rejected claims 18-41 under 35 U.S.C. 101 as allegedly being directed towards non-statutory subject matter; rejected claims 18-24, 26, 30-35, and 37-39 under 35 U.S.C. 103(a) over U.S. Patent No. 6,330,544 to Walker ("Walker") in view of U.S. Patent No. 6,006,205 to Loeb et al. ("Loeb") and further in view of U.S. Patent Application Publication No. 2002/0138363 to Karas et al. ("Karas"); rejected claims 25 and 41 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of The Sal Anthony Website Policy on Gift Certificates ("Sal Anthony"); rejected claims 29 and 40 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of Official Notice; rejected claims 27 and 36 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of U.S. Patent Application Publication No. 2003/0195840 to Xu ("Xu"); rejected claim 28 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of Official Notice.

By this Amendment, Applicant has amended claims 18-27 and 29-41 and added new claim 42. Claims 18-42 are currently pending.

Comments on the Examiner's Official Notice Regarding Claims 7-9 and 15

In the Office Action, the Examiner alleges that Applicant did not traverse the taking of Official Notice with respect to claims 7-9 and 15. Although the rejections are moot, Applicant respectfully disagrees and reiterates the challenge to the Examiner's Official Notice.

In rejecting Claims 7 and 8, the Examiner took Official Notice that it is known in the transaction arts to print an updated balance on the transaction receipt. In the prior response filed on September 8, 2008, Applicant specifically objected to the various assertions of Official Notice and argued that the Official Notice still did not remedy the deficiencies of the references relied on by the Examiner at that time.

In rejecting Claims 15, the Examiner took Official Notice that it is known in the banking art to have the spending limit of a credit card to be equal to the available credit. Again, in the prior response, Applicant specifically disagreed with the Examiner's Official Notice and submitted that

the spending limit is not always equal to an available credit. Further, Applicant respectfully objected to the assertion that the Official Notice remedied the deficiencies of the references relied on by the Examiner at that time.

Accordingly, the Applicant maintains the challenge to all of the Examiner's assertions of Official Notice. Therefore, no admission of prior art has been made by the Applicant.

Objection to Claim 19

In the Office Action, the Examiner objected to claim 19 for a minor informality. Applicant has amended claim 19 to correct this informality. Therefore, reconsideration and withdrawal of the objection is requested.

Rejection of Claims 20, 25, 31, and 41 under 35 U.S.C. 112, 2nd Paragraph

In the Office Action, the Examiner rejected claims 20, 25, 31, and 41 under 35 U.S.C. 112, 2nd paragraph. Applicant has reviewed claims 20, 25, 31, and 41 and, where appropriate, amended claims 20, 25, 31, and 41 to clarify their language. Applicant respectfully submits that claims 20, 25, 31, and 41 satisfy the requirements of 35 U.S.C. 112, 2nd paragraph. Therefore, reconsideration and withdrawal of these rejections is requested.

Rejection of Claims 18-41 under 35 U.S.C. 101

In the Office Action, the Examiner rejected claims 18-41 under 35 U.S.C. 101 as allegedly being directed towards non-statutory subject matter. Applicant submits that claims 18-41 recited statutory subject matter. However, in the interest of facilitating examination of these claims, Applicant has amended claims 18-41 to now be tied to a second statutory class. Accordingly, Applicant requests reconsideration and withdrawal of the rejection.

Rejection of Claims 18-24, 26, 30-35, and 37-39

In the Office Action, the Examiner rejected claims 18-24, 26, 30-35, and 37-39 under 35 U.S.C. 103(a) over Walker in view of Loeb and further in view of Karas. Applicant traverses these rejections.

Claim 18 recites, among other things, a method of processing a gift certificate within a credit card account issued by a financial institution. The method may comprise: receiving, by a computer system of the financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account; subsequent to receiving the

request, establishing, by the computer system, a gift certificate use limit in an amount of the monetary value within the credit card account; approving a plurality of transactions using at least one credit card associated with the credit card account, the plurality of transactions totaling a total transaction amount; and subsequent to approving at least some of the transactions, computing, by the computer system, a total charge amount to be charged to an owner of the credit card account for the plurality of transactions, wherein the total charge amount is computed based on applying at least some of the gift certificate use limit to charges associated with one or more transactions approved for the credit card account.

None of the cited references teach or suggest these features as recited by claims 18. For example, none of the cited references teach receiving, by a computer system of the financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account, as recited in claim 18. During the interview on February 12, 2009 and telephone conversations on February 12, 2009 and February 17, 2009, the Applicant discussed this feature, among other things, with the Examiner. Further to those discussions, the Applicant respectfully submits the following remarks.

Applicant submits that the Examiner correctly acknowledges that neither Walker nor Loeb teach this feature. (See, e.g., Office Action at page 6.) In particular, the Examiner acknowledges that neither Walker nor Loeb teach a gift certificate adding to credit in an account. (Id.) Therefore, it is undisputed that the Walker and Loeb fail to teach or suggest all the features of claims 18, 32, and 37.

However, the Examiner alleges that Karas cures the deficiencies of Walker and Loeb. The Applicant respectfully disagrees.

Karas appears to teach an embedded gift certificate ("eCard"). The eCard may be used to pay in money used for an electronic gift or as pay out gifts of money to recipients. (See Karas at [0022].) Credit and debit handlers can be used to pay down a balance on a credit card or add credit to a bank account. (See Karas at [0025].) But, in Karas, when the monetary value of the eCard is used to pay down a balance or add credit, it is treated as a cash or credit transfer and the eCard ceases to exist.

In contrast, claim 18 recites, among other things, receiving, by a computer system of the

financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account. In other words, claim 18 recites, among other things, a separate gift certificate use limit that is created within pre-existing credit card account. As such, because of the creation of this gift certificate use limit, the gift certificate continues to exist within the account. Furthermore, as recited in claim 18, the gift certificate use limit is created within a pre-existing credit card account.

Karas' eCard, at best, can be issued as a new credit or debit card and ceases to exist upon the transfer of monetary value. Thus, Karas' eCard is not the same as registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account, as recited in claim 18. Accordingly, even if Walker, Loeb, and Karas were properly combinable (which they are not), the combination would still fail to teach or suggest all the features of claim 18.

As to claims 32 and 37, claim 32 now recites, among other things, creating, by the computer system, a gift certificate use limit within a pre-existing account. Claim 37 now recites, among other things, creating, by the computer system, a gift certificate use limit in an amount of the monetary value of the gift certificate within the pre-existing bank account. Therefore, for similar reasons noted above, the Applicant submits that Walker, Loeb, and Karas (alone or in combination) teach or suggest at least these features of claims 32 and 37.

Claims 19-31, 33-36, and 38-41 depend from claims 18, 32, and 37 respectively, and thus, are allowable for the same reasons that claims 18, 32, and 37 are allowable, as well as for their additional features. Applicant therefore requests reconsideration and withdrawal of the rejections.

Rejection of Claims 25 and 41

In the Office Action, the Examiner rejected claims 25 and 41 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of Sal Anthony

The Examiner correctly acknowledges that Walker, Loeb, and Karas fail to teach or suggest all the features of claims 25 and 41. Claims 25 and 41, through their dependency from claim 18, recite, receiving, by a computer system of the financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the

gift certificate is established as a gift certificate use limit within the pre-existing credit card account. As noted above, Applicant submits that none of Walker, Loeb, and Karas, alone or in combination, teach or suggest at least this feature.

Furthermore, Sal Anthony fails to cure the deficiencies of Walker, Loeb, and Karas. Sal Anthony appears to merely be relied upon for the narrow proposition of funding a residual amount of a gift certificate. However, even assuming *arguendo* that the Examiner is correct, this teaching does not relate to creating a gift certificate use limit in an amount of the monetary value within a pre-existing credit card account, as recited in claims 25 and 41.

Accordingly, even if Walker, Loeb, and Karas were properly combinable with Sal Anthony (which they are not), the combination would still fail to teach or suggest at least this feature as recited in claims 25 and 41. Therefore, Applicant respectfully requests reconsideration and withdrawal of the rejection.

Rejection of Claims 29 and 40

In the Office Action, the Examiner rejected claims 29 and 40 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of Official Notice. The Applicant respectfully traverses this rejection.

The Examiner correctly acknowledges that Walker, Loeb, and Karas fail to teach or suggest all the features of claims 29 and 40. Claim 25, through its dependency from claim 18, recites, among other things, receiving, by a computer system of the financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account. Claim 40, through its dependency from claim 37, recites, among other things, creating, by the computer system, a gift certificate use limit in an amount of the monetary value of the gift certificate within the pre-existing bank account. As noted above, Applicant submits that none of Walker, Loeb, and Karas, alone or in combination, teach or suggest at least these features.

Furthermore, the Examiner's Official Notice fails to cure the deficiencies of Walker, Loeb, and Karas. The Applicant respectfully challenges the Examiner's assertion of Official Notice that allegedly relates to printing receipts. However, even assuming *arguendo* that the Examiner is correct, this Official Notice does not relate to creating a gift certificate use limit in an amount of the monetary value within a pre-existing credit card account or bank account, as

recited in claims 29 and 40 respectively.

Rejection of Claims 27 and 36

In the Office Action, the Examiner rejected claims 27 and 36 under 35 U.S.C. 103(a) over Walker in view of Loeb and Karas and further in view of Xu. The Applicant respectfully traverses this rejection.

The Examiner correctly acknowledges that Walker, Loeb, and Karas fail to teach or suggest all the features of claims 27 and 36. Claim 27, through its dependency from claim 18, recites, among other things, receiving, by a computer system of the financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account. Claim 36, through its dependency from claim 32, recites, among other things, creating, by the computer system, a gift certificate use limit within a pre-existing account. As noted above, Applicant submits that none of Walker, Loeb, and Karas, alone or in combination, teach or suggest at least this feature.

Furthermore, Xu fails to cure the deficiencies of Walker, Loeb, and Karas. Xu appears to merely be relied upon for the narrow proposition of temporarily increasing a credit limit. However, even assuming *arguendo* that the Examiner is correct, this teaching by Xu does not relate to creating a gift certificate use limit in an amount of the monetary value within a pre-existing credit card account, as recited in claim 27, or a gift certificate use limit created within a bank account such that the monetary value of the gift certificate is made available for purchase transactions, as recited in claim 36.

Accordingly, even if Walker, Loeb, and Karas were properly combinable with Xu (which they are not), the combination would still fail to teach or suggest at least this feature as recited in claims 27 and 36. Therefore, Applicant respectfully requests reconsideration and withdrawal of the rejection.

Rejection of Claim 28

In the Office Action, the Examiner, rejected claim 28 under 35 U.S.C. 103(a) over Walker in view of Loeb, Karas, and Xu and further in view of Official Notice. The Applicant respectfully traverses this rejection.

The Examiner correctly acknowledges that Walker, Loeb, Karas, and Xu fail to teach or

suggest all the features of claim 28. Claim 28, through its dependency from claim 18, recites, among other things, receiving, by a computer system of the financial institution, a request for registering a gift certificate in a pre-existing credit card account such that a monetary value of the gift certificate is established as a gift certificate use limit within the pre-existing credit card account. As noted above, Applicant submits that none of Walker, Loeb, Karas, and Xu, alone or in combination, teach or suggest at least these features.

Furthermore, the Examiner's Official Notice fails to cure the deficiencies of Walker, Loeb, Karas, and Xu. The Applicant respectfully challenges the Examiner's assertion of Official Notice that allegedly relates to be credit limits of zero or more. However, even assuming *arguendo* that the Examiner is correct, this Official Notice does not relate to creating a gift certificate use limit in an amount of the monetary value within a pre-existing credit card account, as recited in claim 28.

CONCLUSION

Although the present communication may include alterations to the application or claims, or characterizations of claim scope or referenced art, Applicant is not conceding in this application that previously pending claims are not patentable over the cited references. Rather, any alterations or characterizations are being made to facilitate expeditious prosecution of this application. Applicant reserves the right to pursue at a later date any previously pending or other broader or narrower claims that capture any subject matter supported by the present disclosure, including subject matter found to be specifically disclaimed herein or by any prior prosecution. Accordingly, reviewers of this or any parent, child or related prosecution history shall not reasonably infer that Applicant has made any disclaimers or disavowals of any subject matter supported by the present application.

In view of Applicant's amendments to the claims and the foregoing remarks, Applicant respectfully submits that the present application is in condition for allowance. Should the Examiner have any remaining concerns, which might prevent the prompt allowance of the application, the Examiner is respectfully invited to contact the undersigned at the telephone number appearing below.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

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